

CITY OF BUCKNER UTV/MOWER USE AGREEMENT AND WAIVER OF LIABILITY

The undersigned hereby utilizes UTV/MOWER from THE CITY OF BUCKNER the following described UTV/MOWER for use at Heisler-Burns Park for use of prepping the softball fields and mowing outfields, upon the following terms and conditions.

NO WARRANTY - NO INSURANCE PROVIDED INHERENTLY DANGEROUS ACTIVITY

THE CITY OF BUCKNER makes NO WARRANTY of any kind, nature or description, express or implied, as to the quality and manufacture, safety, drivability or fitness for any particular purpose of any vehicle or equipment covered by this agreement. The undersigned and any additional riders accept any vehicle or other equipment provided by THE CITY OF BUCKNER in its "as is" condition with all faults. The undersigned hereby acknowledge that use/riding UTV/MOWER at HEISLER-BURNS PARK and THE CITY OF BUCKNER property with other like vehicles and riders is a dangerous activity, with a high risk of serious bodily injury or death to others or myself. THE CITY OF BUCKNER strongly urges any renter and other riders to have medical insurance prior to engaging in this activity. THE CITY OF BUCKNER does not provide medical insurance and advises that serious injuries can be financially devastating. The undersigned and all additional riders hereby personally accept all risks and liabilities of this activity. It has been explained to the undersigned and I understand that by executing this document I am giving up important legal rights. It is my further intention to give up those rights and in good faith to relieve and release THE CITY OF BUCKNER of any duty legally owed to me in relation to the conduct of this activity.

TERMS AND CONDITIONS

- **RULES OF OPERATION.** I agree to follow and be bound by the General UTV/MOWER Operation Rules made a part of this agreement.
- **LIMITATION OF USE AND RESPONSIBILITY FOR LOSS OR DAMAGE.** I agree that only the persons signing this agreement will operate the rented UTV/MOWER or equipment and that passengers will not be carried on any UTV/MOWER. No Riders under the age of 18 years old. Should any undersigned person, any minor child under my control or any other person with permission of any undersigned operate any above referenced vehicle or equipment in such a manner or fail to exercise adequate care of the same so as to result in theft, loss of or damage to such vehicle or equipment, I agree to be personally liable and financially responsible for all loss of and damage caused to any UTV/MOWER or vehicle and equipment.
- **ASSUMPTION OF RISK.** I expressly and voluntarily assume all risk and liability for the loss or damage to any UTV/MOWER or other equipment obtained from THE CITY OF BUCKNER, for the death or injury to any person or property and for all other risks and liabilities arising from the use, condition and possession of the above identified UTV/MOWER or any other UTV/MOWER and/or equipment received or obtained from THE CITY OF BUCKNER.
- **WAIVER AND RELEASE OF CLAIMS.** The undersigned, on behalf of myself, my spouse (if any), my child, any minor for whom I am the guardian, my heirs and successors in interest, now and forever waive, release and discharge THE CITY OF BUCKNER, its directors, officers, employees, agents, successors and assigns from any and all claims, demands, losses, expenses, damages, liabilities, actions, causes of action of any nature, including but not limited to personal injury, wrongful death and property damage, that in any manner arise from or relate to the rental, use and/or operation, condition or possession of the above referenced UTV/MOWER and any other UTV/MOWER or other equipment received and/or obtained from THE CITY OF BUCKNER. This waiver and release extend to and includes any and all claims, liabilities, injuries, damages, and causes of action that the parties do not presently anticipate, know, or suspect to exist, but that may develop, accrue, or be discovered in the future. The undersigned represents and warrants that he or she has considered the possibility that claims, liabilities, injuries, damages and causes of action may develop, accrue or be discovered in the future, and he or she voluntarily assumes that risk as part of this agreement.
- **COVENANT NOT TO SUE.** I agree and covenant on behalf of myself, my children and any minor for whom I am the guardian, I will never directly or indirectly institute any legal, equitable, administrative, or other action, complaint, or proceeding against THE CITY OF BUCKNER or any shareholder, director, officer, employee, agent, successor or assign thereof, or in any manner assert any further claim or demand against THE CITY OF BUCKNER and its shareholders, directors, officers, employee's, agents, successors and assigns thereof, arising from or pertaining to the condition, possession, use and/or operation of the above referenced UTV/MOWER or any other UTV/MOWER or equipment received and/or obtained from THE CITY OF BUCKNER. This covenant applies and extends to any and all claims, liabilities, injuries, expenses, losses, damages, and causes of action that I do not presently anticipate, know, or suspect to exist, but that may develop, accrue, or be discovered in the future.

- **IDEMNIFICATION.** The undersigned shall indemnify, defend (by counsel reasonably acceptable to indemnity), protect and hold THE CITY OF BUCKNER, its shareholders, directors, officers, employees, agents, successors and assigns, free and harmless from and against any and all claims, liabilities, penalties, losses, or expenses (including attorneys' fees) for death of or injury to any person or damage to any property whatsoever arising from or caused in whole or in part, directly or indirectly, from the rental, use and/or operation, condition or possession of the above referenced UTV/MOWER or any other UTV/MOWER or other equipment received or obtained from THE CITY OF BUCKNER. The undersigned likewise shall indemnify THE CITY OF BUCKNER, its shareholders, directors, officers, employees, agents, successors and assigns against any losses, costs or expenses, including attorneys' fees, resulting from a breach of this agreement.
- **PARTIAL INVALIDITY/CHOICE OF LAW.** Should any provision of this agreement be held by a court of competent jurisdiction to be either invalid or unenforceable, the remaining provisions of the agreement shall remain in effect. This agreement, covenant, waiver and release shall be governed and construed under the laws of the Commonwealth of Missouri.
- **EXPENSES OF ENFORCEMENT.** In the event of any legal action with respect to this agreement, the prevailing party in any such action shall be entitled to reasonable attorney's fees and all costs and expenses incurred in pursuit thereof.
- **ENTIRE AGREEMENT, NO ORAL MODIFICATION.** This instrument with attachments constitutes the entire agreement between the parties. No provision hereof shall be modified or rescinded unless in writing signed by an authorized representative of THE CITY OF BUCKNER.
- I, the undersigned, certify that I/we have read the UTV/MOWER use agreement and Waiver of Liability and understand the contents of this document. I/we execute it voluntarily in good faith and with full knowledge of its significance.
- I have watched both safety videos on the UTV and the Bad Boy Mower.

UTV/MOWER Operator _____ Date _____

City of Buckner Rep. _____ Date _____

UTV/MOWER USE GENERAL OPERATION RULES

- Only adult riders who have signed the Use Agreement and Waiver of Liability ("Agreement"), shall operate any UTV/MOWER or other utilized vehicle.
- A seatbelt must be used at all times when operating or riding in UTV/MOWER.
- Do not operate any UTV/MOWER in a reckless or dangerous manner.
- Obey all posted signs. Do not ride faster than posted speed limits.
- Do not carry persons other than what the machine is designed for.
- Do not ride outside of park area.
- Do not participate in any race or other contest involving UTV/MOWER or other vehicles.
- Do not tow other UTV/MOWER or other vehicles and do not have them tow you.
Call THE CITY OF BUCKNER office!
- No alcohol consumption before or during use and possession of UTV/MOWER.
- Watch out for cliffs and drop-offs. Be very careful!
- Be aware of other riders and vehicles. Slow down when approaching a blind corner.
- Do not park and leave vehicle or equipment unattended.
- In case of a breakdown, call **(816) 650-3191** and speak with a CITY OF BUCKNER employee.
Do not leave a disabled vehicle alone at any time.

EMERGENCY PHONE NUMBER: 911